

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

NATCHITOCHES CITY COUNCIL MEETING
SEPTEMBER 8, 2014
5:30 P.M.
A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF AUGUST 25, 2014**
5. **SPECIAL RECOGNITION:** Alliance Compressors – 5,000,000 Hours Of Safety And Was Nominated As One Of Six Finalist For The Emerson Chief Operating Officer International Safety Award (**Presented by: Representative of Alliance Compressors**)

Sheriff Victor Jones, The Natchitoches Parish Detention Center, National Park Service, NSU Track Team, Sonya Steels, Terrance Star, Brenda Davis Michael Braxton and the Public Works Department (**Presented by: Johnny Barnes with The Concerned Citizens Association Of The Bailey Heights Community**)
6. **PROCLAMATIONS:**

<u>#088</u>	Mims	Proclamation Declaring The Month Of September 2014 As Louisiana Rice Month (Accepted by: Taylor Roberts)
<u>#089</u>	Nielsen	Proclamation Declaring Gordon Douglas Day On Behalf Of The Women's Resource Center (Accepted by: Beverly Broadway, Sunny Arceneaux and Walt Moore)
<u>#090</u>	Stamey	Proclamation Declaring September 17 Through September 23, 2014 As Constitution Week (Accepted by: Dr. Colleen Lancaster)
7. **PLANNING & ZONING - FINAL:**

<u>#031</u>	Morrow	Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows: Lot Containing 0.651 Acre Described As Tract "B-1" In Section 76, Township 9 North Range 7 West, And Lot Containing 0.1195 Acre Described As Tract "B-2" And A Tract Of Ground Containing 0.7 Acre In Section 76, Township 9 North Range 7 West, Further Described In Conveyance Book 672, Page 22 As Shown On Plat On
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Map Slide 370-A From B-3 To I-1 Light Industry To Operate A Welding Shop (125 Airport Rd.) Gary & Susan Howell

8. **ORDINANCE – INTRODUCTION:**

#036 **Mims** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The Amulet Street Elevated Tank Rehabilitation (Bid No. 0551)

MOTION TO ADD ORDINANCE NO. 037 OF 2014 TO THE AGENDA

#037 **Stamey** Ordinance Finding That An Emergency Exists Under Section 2.13 Of The City Charter Of The City Of Natchitoches And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Issue A Permit For The Placement Of A Temporary Guyed Wire Cellular Tower Within The City Limits Of The City Of Natchitoches, In Order To Avoid An Interruption Of Cellular Service During The Time Period That The City Water Tower Located On The Corner Of Amulet Street And Martin Luther King, Jr., Is Being Refurbished

9. **ORDINANCES – FINAL:**

#032 **Payne** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The Purchase Of A Bucket Truck For The City Of Natchitoches Utility Department (Bid No. 0553)

#033 **Nielsen** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The Purchase Of Utility Poles-CCA For The City Of Natchitoches Utility Department (Bid No. 0554)

#034 **Mims** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For Electrical Supplies For The City Of Natchitoches Utility Department (Bid No. 0555)

#035 **Stamey** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With The Historic District Business Association Inc. Which Said Agreement Will Set Forth The Duties And Responsibilities Of Each Party For 2014 Festival Of Lights, Providing For An Automatic Annual Renewal, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

10. **RESOLUTIONS:**

#091 **Morrow** Resolution Approving The 2014 Exhibit To The Cooperative Endeavor Agreement Between The City Of Natchitoches And The Natchitoches Historic District Development Commission, Which Exhibit Reflects Additional And Expanded Projects And Programs That The Parties Are Participating In And Authorizing The Mayor To Execute The 2014 Exhibit On Behalf Of The City Of Natchitoches

#092 **Payne** Resolution Authorizing The Mayor To Execute A Grant Agreement And Accept A Grant From The Federal Aviation Administration For A Project At The Natchitoches Regional Airport, Providing For Advertising And An Effective Date

#093 Nielsen

Resolution By The City Of Natchitoches Expressing The Support Of Constitutional Amendment 3 (Act 871 Of The 2014 Regular Session Of The Louisiana Legislature) And Constitutional Amendment 10 (Act 436 Of The Regular Session Of The Louisiana Legislature), Constitutional Amendments To Assist Municipalities In The Fight Against Blighted Property

11. ANNOUNCEMENTS:

The next scheduled City Council meeting will be held on **September 22, 2014.**

The 12th Annual Natchitoches Meat Pie Festival & 15th Annual River Run Ride will be held on **Friday, September 12 – Saturday, September 13**

12. ADJOURNMENT:

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, SEPTEMBER 8, 2014 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, September 8, 2014 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman Larry Payne
Councilman Dale Nielsen
Councilman David Stamey
Councilwoman Sylvia Morrow

Guests: Gregory Foster, Alliance Compressors
Johnny Barnes & Linda Queen, Concerned Citizens Association of the Bailey Height Community
Taylor Roberts, Natchitoches 4-H Club
Beverly Broadway, Sunny Arceneaux, Walt Moore, Women's Resource Center
Dr. Colleen Lancaster, Daughter's of the American Revolution

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Chief Dove was asked to lead the invocation and Councilman Payne was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the August 25, 2014 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Stamey. The roll call vote was as follows:

Ayes:	Payne, Nielsen, Mims, Stamey, Morrow
Nays:	None
Absent:	None
Abstain:	None

Mayor Posey recognized Alliance Compressors on their achievement of 5 million hours of safety and being nominated as one of six finalists for the Emerson Chief Operating Officer International Safety Award. He stated how proud the City is of their hard work and how much he appreciates Alliance being a community partner within the City of Natchitoches and giving back. Gregory Foster accepted the certificate on behalf of Alliance and thanked the Mayor and Council for this recognition. Mr. Foster stated the efforts they have made over the years have resulted in an injury free environment allowing the employees to not lose time at work. Every year Alliance has a safety audit and considering Emerson has facilities nationwide this is huge for Alliance to be in the running for this award.

Mr. Johnny Barnes, President of Concerned Citizens Association of the Bailey Heights Community and Mrs. Linda Queen presented a number of persons in the community with awards for their efforts and contributions throughout the City. Those recognized were Dallas Russell (Natchitoches Recreation & Parks), Shawn Parr (Bike Natchitoches), National Park Service, Sonya Steele (NSU Police), Merry Byers (Sheriff's Office), NSU Track Team, Terrance Starks, Brenda Davis, and Principal Brown (Parks Elementary), Mr. Byers (93.9 Radio Station), Tyrone LaCour (Public Works Department) and the Natchitoches Detention Center.

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 088 OF 2014

**PROCLAMATION DECLARING THE MONTH OF SEPTEMBER 2014 AS
LOUISIANA RICE MONTH**

WHEREAS, rice is a primary staple for more than half the world's population, and has been one of the most important foods throughout history; and

WHEREAS, rice is one of America's oldest agribusinesses, dating back to 1685, and today U.S. grown rice makes an important contribution to our nation's diet and economy; and

WHEREAS, the United States produces approximately 20 billion pounds annually; and

WHEREAS, the State of Louisiana a key supplier of U.S. grown rice, producing more than 2.5 billion pounds annually; and

WHEREAS, rice production, processing, merchandizing and related industries are vital to economic activity in Louisiana; and

WHEREAS, the United States is the fifth largest exporter of rice, supplying rice for world trade, feeding millions around the world; and

WHEREAS, rice is a food enjoyed throughout life in many forms, as the foundation of main dishes and side dishes, and as cereals, flour, bran, cooking oil, rice cakes and other healthful snacks; and

WHEREAS, rice is an important source of nutritional value, as rice provides an excellent source of complex carbohydrates, and is cholesterol-free, sodium-free and trans fat-free; and

WHEREAS, rice farmers of this nation represent a key element in the provision and enhancement of habitat for wetlands-dependent wildlife species, such as ducks, geese, swans, cranes, and others; and

WHEREAS, the harvest of rice in this nation and in the State of Louisiana is celebrated each September.

NOW, THEREFORE, BE IT RESOLVED by Lee Posey, Mayor of the City of Natchitoches, that the month of September 2014 be proclaimed as

Louisiana Rice Month

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 8th day of September, 2014.



LEE POSEY, MAYOR

Mr. Mims presented Taylor Roberts with the Natchitoches 4-H Club with this proclamation. Taylor is working with the LSU Ag Center 4-H Youth Development Program to promote the nutritional and economic benefits of rice through education and events throughout the parish.

The following Resolution was introduced by Mr. Nielsen and Seconded by Ms. Morrow as follows, to –wit:

RESOLUTION NO. 089 OF 2014

**PROCLAMATION DECLARING SEPTEMBER 25, 2014 AS GORDON DOUGLAS DAY
IN THE CITY OF NATCHITOCHES**

WHEREAS, The Women’s Resource Center, a pregnancy help medical clinic, was founded in 1989 as a non-profit organization to offer services, assistance and guidance to young women facing difficult life situations most often due to unplanned pregnancies; and

WHEREAS, In 2006, the Women’s Resource Center became a Pregnancy Help Medical Clinic that offered material assistance as well as obstetrical, ultrasound, prenatal education, breastfeeding assistance and post partum follow-up; and

WHEREAS, the staff of the Women’s Resource Center consists of trained volunteers, including registered nurses, as well as the donated time of Dr. Martin Aviles who oversees medical issues of the Center; and

WHEREAS, the Women’s Resource Center is the largest organization of its type and scope in Central Louisiana; and

WHEREAS, the Women’s Resource Center will be hosting the annual “**Celebration of Life**” fundraising gala on Thursday, September 25, 2014 at the Natchitoches Events Center at which Christian Comedian Gordon Douglas will be the keynote speaker; and

WHEREAS, the City of Natchitoches wishes to honor Mr. Gordon Douglas in his life crusades and taking time from his busy schedule to promote the mission of the Women’s Resource Center.

NOW, THEREFORE, I, LEE POSEY, Mayor of the City of Natchitoches, hereby proclaim, Thursday, September 25, 2014, as

Gordon Douglas Day

in the City of Natchitoches in honor of the dedication and contributions of Mr. Gordon Douglas.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 8th day of September, 2014.



LEE POSEY, MAYOR

Mr. Nielsen presented the proclamation to several representatives present from the Women's Resource Center. Beverly Broadway, Executive Director, thanked the City and businesses within the community for sponsoring the gala throughout the years. This year's speaker, Gordon Douglas, is a Christian comedian and speaker and a part of the pro-life community for over 15 years. Mr. Nielsen stated the Women's Resource Center does a great job and hopes they are able to continue to help the women in our community.

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to –wit:

RESOLUTION NO. 090 OF 2014

**PROCLAMATION DECLARING SEPTEMBER 17 THROUGH
SEPTEMBER 23, 2014 AS CONSTITUTION WEEK**

WHEREAS, on September 17, 1787, delegates of the United States to the Constitutional Convention signed the Constitution and sent it to the states for ratification; and

WHEREAS, the states, in the collective wisdom of their citizens, insisted on appending a Bill of Rights to the Constitution; and

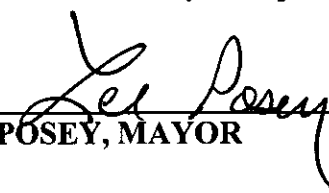
WHEREAS, in remembrance of the signing of the Constitution and in recognition of the Americans who strive to uphold the duties and responsibilities of citizenship, the U. S. Congress in 1952 designated September 17 as **Citizenship Day**, and by joint resolution of August 2, 1956, requested that the President proclaim the week beginning September 17 and ending September 23 of each year as "Constitution Week".

NOW, THEREFORE, I, Lee Posey, Mayor of the City of Natchitoches, do hereby proclaim **September 17, 2014**, as **Citizenship Day** and **September 17 through 23, 2014** as **Constitution Week** and encourage Federal, State and local officials, as well as leaders of civic, social, and educational organizations, to conduct ceremonies and programs that celebrate our Constitution and reaffirm our commitment as citizens of our great Nation.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 8th day of September, 2014.



LEE POSEY, MAYOR

Mr. Stamey presented the proclamation to Dr. Colleen Lancaster, Daughters of the American Revolution. Dr. Lancaster stated they are the group that organized and talked the President and Congress into establishing the Citizenship Day and Constitution Week. She stated it is a privilege to stand before you as Natchitoches is 300 years old this year and the constitution is only 227 years old. Constitution Week is recognized nationwide by the President, Governors, and schools by having programs and events.

The following Ordinance was Introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 031 OF 2014

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

LOT CONTAINING 0.651 ACRE DESCRIBED AS TRACT "B-1" IN SECTION 76, TOWNSHIP 9 NORTH RANGE 7 WEST, AND LOT CONTAINING 0.1195 ACRE DESCRIBED AS TRACT "B-2" AND A TRACT OF GROUND CONTAINING 0.7 ACRE IN SECTION 76, TOWNSHIP 9 NORTH RANGE 7 WEST, FURTHER DESCRIBED IN CONVEYANCE BOOK 672, PAGE 22 AS SHOWN ON PLAT ON MAP SLIDE 370-A FROM B-3 TO B-3 SPECIAL EXCEPTION TO OPERATE A WELDING SHOP

(125 AIRPORT RD.)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **August 5, 2014** that the application of **Gary & Susan Howell** to rezone the property described above from B-3 to B-3 Special Exception to operate a Welding Shop (125 Airport Rd.), be **APPROVED**.

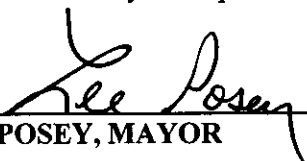
THIS ORDINANCE was introduced on August 25, 2014 and published in the *Natchitoches Times* on August 30, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

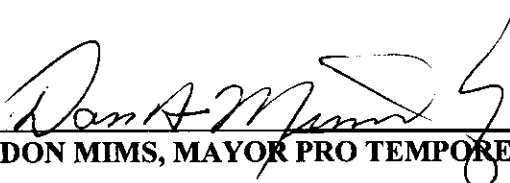
AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0

Nays this 8th day of September, 2014.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 9th day of September, 2014 at 10:00 A.M.

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on September 8, 2014 as follows:

ORDINANCE NO 036 OF 2014

**ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHES TO AWARD
THE BID FOR THE AMULET STREET ELEVATED TANK REHABILITATION**

(BID NO. 0551)

WHEREAS, by Resolution No. 073 of 2014 the Mayor was authorized to advertise for bids for the Amulet Street Elevated Tank Rehabilitation (Bid No. 0551); and

WHEREAS, this bid was advertised in the Natchitoches Times on July 18th, July 25th and August 1st, 2014, in accordance with law; and

WHEREAS, six bid proposals were received and opened as follows:

- | | |
|---|--------------|
| (1) Williams Paint and Sandblasting, Inc.
Flint, Texas..... | \$257,910.00 |
| (2) Diamond Enterprise
Gloster, Mississippi | \$319,500.00 |
| (3) Southeastern Tank and Tower, Inc.
South Lake Park, Georgia | \$349,350.00 |
| (4) Blastco Texas, Inc.
Houston, Texas | \$387,500.00 |
| (5) N. G. Painting, LP
Kerrville, Texas | \$405,000.00 |
| (6) Professional Application Services, Inc.
Baton Rouge, Louisiana | \$424,836.00 |

WHEREAS, on September 4, 2014 the appointed committee members, of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Larry Payne, Councilman; Bryan Wimberly, Director of Utilities, and Randal Smoak, Engineer with Cothren, Graff, Smoak Engineering; reviewed the bids received for the Amulet Street Elevated Tank Rehabilitation (Bid No. 0551); and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, **Williams Paint and Sandblasting, Inc.**, of Flint, Texas in the amount of \$257,910.00.

NOW, THEREFORE, BE IT RESOLVED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

NOTICE OF AWARD

TO: Williams Paint and Sandblasting, Inc.
P. O. Box 256
Flint, Texas 75762

PROJECT DESCRIPTION: City of Natchitoches - Bid No. 0551
Amulet Street Elevated Tank Rehabilitation

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated August 11, 2014.

You are hereby notified that your BID has been accepted for items in the amount of \$ 257,910.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2014.

CITY OF NATCHITOCHES
Owner

By _____
Lee Posey
Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____ this the ____ day of _____, 201.

By _____

Title _____

A motion was made by Mr. Stamey and seconded by Mr. Payne to add Ordinance 037 of 2014 to the agenda. The vote was recorded as followed:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

The following Ordinance was Introduced by Mr. Stamey and Seconded by Ms. Morrow as follows, to-wit:

ORDINANCE NO. 037 OF 2014

AN ORDINANCE FINDING THAT AN EMERGENCY EXISTS UNDER SECTION 2.13 OF THE CITY CHARTER OF THE CITY OF NATCHITOCHES AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LEE POSEY, TO ISSUE A PERMIT FOR THE PLACEMENT OF A TEMPORARY GUYED WIRE CELLULAR TOWER WITHIN THE CITY LIMITS OF THE CITY OF NATCHITOCHES, IN ORDER TO AVOID AN INTERRUPTION OF CELLULAR SERVICE DURING THE TIME PERIOD THAT THE CITY WATER TOWER LOCATED ON THE CORNER OF AMULET STREET AND MARTIN LUTHER KING, JR., IS BEING REFURBISHED

WHEREAS, the City of Natchitoches (sometimes hereinafter "City") entered into a Lease for Water Tower Space (sometimes hereinafter "Lease") with Century Cellunet of North Louisiana, said Lease dated November 1, 1998; and

WHEREAS FURTHER, the Lease has been assigned and is currently in favor of Verizon Wireless (sometimes hereinafter "Verizon"); and

WHEREAS FURTHER, under the terms of the Lease, Verizon may located certain cellular telephone facilities upon the City owned water tower; and

WHEREAS FURTHER, under the terms of the Lease, Verizon is responsible for removing its facilities from the water tower, when the City is painting or performing other maintenance or repair on the water tower; and

WHEREAS FURTHER, the City will soon be painting its water tower and Verizon will be required to remove its cellular telephone facilities from the water tower while that maintenance is taking place; and

WHEREAS FURTHER, Verizon is seeking a site for a temporary cellular tower that will be used during the time period that the City water tower is undergoing maintenance, and the temporary cellular tower will need to be placed in service quickly in order to avoid any interruption in service to customers of Verizon; and

WHEREAS FURTHER, the City Council of the City of Natchitoches finds that an interruption in service to the cellular customers of Verizon would have a detrimental effect on the life, health and public safety of the City of Natchitoches and its citizens as such an interruption in service could have an impact on the ability of the citizens of the City of Natchitoches to contact the police department, the fire department, emergency medical providers and other emergency responders; and

WHEREAS FURTHER, the City Council of the City of Natchitoches finds that such a situation creates an emergency as defined in Section 2.13 of the Charter of the City of Natchitoches, and

WHEREAS FURTHER, having found an emergency exists, the City Council of the City of Natchitoches does desire to authorize the Mayor of the City of Natchitoches to issue a permit to Verizon to locate a temporary cellular tower in accordance with subsection J of Article III of the Zoning Regulation, entitled "Wireless Communication Facilities"; and

WHEREAS FURTHER, this grant of authority is conditioned upon a finding by the Mayor or his designee, that the site for the temporary facility meets all of the conditions and requirements as set forth in the above referenced provision of the Zoning Ordinance; and

WHEREAS FURTHER, the City Council of the City of Natchitoches believes that it is in the best interest of the City and its citizens to grant this authority to the Mayor in order to attempt to avoid any interruption in cellular telephone service in the City; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Natchitoches, in legal session convened, that the likely interruption in cellular telephone service creates an emergency as defined in Section 2.13 of the Charter of the City of Natchitoches.

BE IT FURTHER ORDAINED that the Mayor, Lee Posey, is hereby authorized and empowered to review and evaluate proposed sites for the location of a temporary cellular tower and to grant any permit that may be required under subsection J of Article III of the Zoning Regulations of the City of Natchitoches, entitled "Wireless Communication Facilities", upon a finding by the Mayor that the proposed site meets all of the conditions and requirements as set forth in the above referenced provision of the Zoning Ordinance.

BE IT FURTHER ORDAINED that any permit granted herein shall be limited in time and shall terminate 4 weeks after of the completion of the maintenance of the City water tower.

BE IT FURTHER ORDAINED that the Mayor, Lee Posey, is hereby authorized and empowered to do all other things necessary or proper in the premises.

BE IT FURTHER ORDAINED that this Ordinance shall go into effect upon its execution by the Mayor and receipt by the Clerk.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 8th day of September, 2014.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 9th day of September, 2014 at 10:00 A.M.

The following Ordinance was Introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 032 OF 2014

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHES TO AWARD
THE BID FOR THE PURCHASE OF A BUCKET TRUCK FOR THE CITY OF
NATCHITOCHES UTILITY DEPARTMENT
(BID NO. 0553)**

WHEREAS, Resolution No.068 of 2014 was passed by the Natchitoches City Council on July 14, 2014 authorizing the Mayor to advertise for bids for the purchase of a bucket truck for the City of Natchitoches Utility Department (Bid No. 0553); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on July 19, July 26 and August 2, 2014, in accordance with law; and

WHEREAS, one bid proposal was received and opened as follows:

(1) Altec Industries, Inc.,
St. Joseph, MO\$236,612.00

WHEREAS, one bid was received from Versalift Southwest, Waco, Tx, this bid did not meet technical specifications and was rejected; and

WHEREAS, on August 13, 2014 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman at Large; and Bryan Wimberly, Utility Director; reviewed the bid proposal for a Bucket Truck (Bid No. 0553); and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, **Altec Industries, Inc.**, of St. Joseph, MO in the amount of \$236,612.00.

NOW, THEREFORE, BE IT RESOLVED, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

THIS ORDINANCE was introduced on August 25, 2014 and published in the *Natchitoches Times* on August 30, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Payne, Nielsen, Mims, Stamey, Morrow
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 8th day of September, 2014.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 9th day of September, 2014 at 10:00 A.M.



CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

August 13, 2014

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Re: Bid number 0553 – Bucket Truck

Dear Mayor Posey,

The appointed committee of Pat Jones, Edd Lee, Don Mims and Bryan Wimberly, have reviewed the bid proposals for the purchase of a bucket truck.

The committee was unanimous in its decision to award the bid to the low bidder, Altec Industries Inc., St. Joseph, MO, in the amount of \$236,612.00. The bid received from Versalift Southwest, Waco, TX, did not meet technical specifications and was rejected.

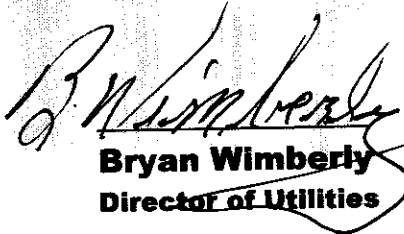
All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

We request ratification of this award at the next meeting of the City Council on August 25, 2014.

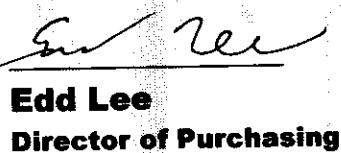
Very truly yours,



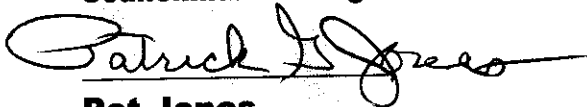
Don Mims
Councilman at Large



Bryan Wimberly
Director of Utilities



Edd Lee
Director of Purchasing



Pat Jones
Director of Finance

The following Ordinance was Introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 033 OF 2014

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHES TO AWARD
THE BID FOR THE PURCHASE OF UTILITY POLES-CCA FOR THE CITY OF
NATCHITOCHES UTILITY DEPARTMENT
(BID NO. 0554)**

WHEREAS, Resolution No.069 of 2014 was passed by the Natchitoches City Council on July 14, 2014 authorizing the Mayor to advertise for bids for the purchase of Utility Poles-CCA for the City of Natchitoches Utility Department (Bid No. 0554); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on July 19, July 26 and August 2, 2014, in accordance with law; and

WHEREAS, two bid proposals were received and opened as follows:

- | | |
|--|-------------|
| (1) Carpenter Pole
Wiggins, MS..... | \$27,043.00 |
| (2) Kisatchie Treating
Converse, LA | \$32,880.10 |

WHEREAS, on August 13, 2014 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman at Large; and Bryan Wimberly, Utility Director; reviewed the bid proposals for Utility Poles-CCA (Bid No. 0554); and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, **Carpenter Pole** of Wiggins, MS in the amount of \$27,043.00.

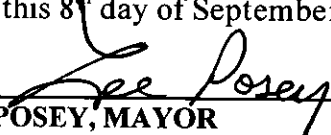
NOW, THEREFORE, BE IT RESOLVED, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

THIS ORDINANCE was introduced on August 25, 2014 and published in the *Natchitoches Times* on August 30, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 8th day of September, 2014.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 9th day of September, 2014 at 10:00 A.M.



CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

August 13, 2014

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Re: Bid number 0554 – Utility Poles

Dear Mayor Posey,

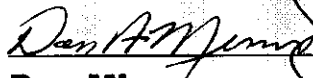
The appointed committee of Pat Jones, Edd Lee, Don Mims and Bryan Wimberly, have reviewed the bid proposals for the purchase of utility poles.

The committee was unanimous in its decision to award the bid to the low bidder, Carpenter Pole, Wiggins, MS, in the amount of \$27,043.00. One other bid was received, Kisatchie Treating, Converse, LA, in the amount of \$32,880.10.

All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

We request ratification of this award at the next meeting of the City Council on August 25, 2014.

Very truly yours,


Don Mims

Councilman at Large


Bryan Wimberly
Director of Utilities


Edd Lee
Director of Purchasing


Pat Jones
Director of Finance

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 034 OF 2014

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHES TO AWARD
THE BID FOR ELECTRICAL SUPPLIES FOR THE CITY OF NATCHITOCHES UTILITY
DEPARTMENT
(BID NO. 0555)**

WHEREAS, Resolution No.070 of 2014 was passed by the Natchitoches City Council on July 14, 2014 authorizing the Mayor to advertise for bids for the purchase of Electrical Supplies for the City of Natchitoches Utility Department (Bid No. 0555); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on July 19, July 26 and August 2, 2014, in accordance with law; and

WHEREAS, two bid proposals were received and opened as follows:

- (1) Stuart C. Irby Co.,
Shreveport, LA.....\$31,862.60
- (2) H. D. Utility Supply
Little Rock, AR.....\$33,151.00

WHEREAS, on August 13, 2014 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman at Large; and Bryan Wimberly, Utility Director; reviewed the bid proposals Electrical Supplies (Bid No. 0555); and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, **Stuart C. Irby Co.**, of Shreveport, LA in the amount of \$31,862.60.

NOW, THEREFORE, BE IT RESOLVED, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

THIS ORDINANCE was introduced on August 25, 2014 and published in the *Natchitoches Times* on August 30, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Payne, Nielsen, Mims, Stamey, Morrow
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 8th day of September, 2014.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 9th day of September, 2014 at 10:00 A.M.



CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

August 13, 2014

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Re: Bid number 0555 – Electrical Supplies

Dear Mayor Posey,


The appointed committee of Pat Jones, Edd Lee, Don Mims and Bryan Wimberly, have reviewed the bid proposals for the purchase of electrical supplies.

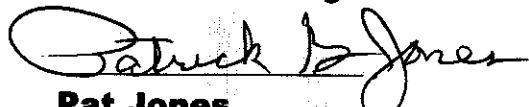
The committee was unanimous in its decision to award the bid to the low bidder, Stuart Irby Co., Shreveport, LA, in the amount of \$31,862.60. One other bid was received, HD Utility Supply, Little Rock, AR, in the amount of \$33,151.00.

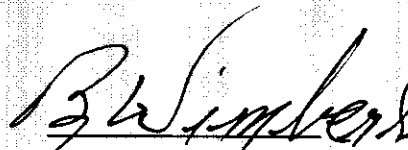
All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

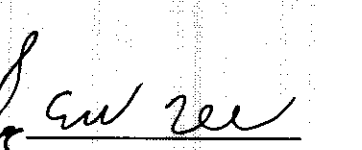
We request ratification of this award at the next meeting of the City Council on August 25, 2014.

Very truly yours,


Don Mims
Councilman at Large


Pat Jones
Director of Finance


Bryan Wimberly
Director of Utilities


Edd Lee
Director of Purchasing

The following Ordinance was Introduced by Mr. Stamey and Seconded by Mr. Payne as follows, to-wit:

ORDINANCE NO. 035 OF 2014

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE HISTORIC DISTRICT BUSINESS ASSOCIATION INC. WHICH SAID AGREEMENT WILL SET FORTH THE DUTIES AND RESPONSIBILITIES OF EACH PARTY FOR 2014 FESTIVAL OF LIGHTS, PROVIDING FOR AN AUTOMATIC ANNUAL RENEWAL, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS FURTHER, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

WHEREAS FURTHER, the Historic District Business Association, Inc. (sometimes hereinafter "HDBA") is a non-profit Louisiana corporation which undertook the coordination and presentation of the 2012 and 2013 Festival of Lights celebrations in Natchitoches, Louisiana, assuming the role that the Natchitoches Chamber of Commerce has played in the past; and

WHEREAS FURTHER, both the City and the HDBA were pleased with the arrangement for the 2012 and 2013 Festivals and desire to extend the relationship for additional years; and

WHEREAS FURTHER, the Festival of Lights has grown to include events and presentations that occur over a 50 day period, beginning in November and continuing through early January; and

WHEREAS FURTHER, the City Council of the City of Natchitoches acknowledges that the Festival of Lights, which includes the Christmas Festival, is the single best known annual event that occurs in the City, and is very important to the City of Natchitoches and its citizens due to it's the economic impact that it has on the City; and

WHEREAS FURTHER, the HDBA has agreed to and will assume the role of planning, organizing and putting on the 2014 Festival of Lights, but is unable to assume this role without assistance of the City; and

WHEREAS FURTHER, the HDBA and the City have divided the duties and responsibilities that are required to organize and put on the 2014 Festival of Lights, and desire to memorialize, in writing, the duties and responsibilities between the City and the HDBA; and

WHEREAS FURTHER, the City Council of the City of Natchitoches recognizes that neither the City nor the HDBA could undertake the Festival of Lights individually and that cooperation and division of labor is necessary to continue to offer a quality festival; and

WHEREAS FURTHER, the City and the HDBA have agreed to enter into a Cooperative Endeavor Agreement (sometimes hereinafter "CEA") under which the City and HDBA will each assume certain duties and responsibilities; and

WHEREAS FURTHER, under the CEA, the City will be responsible for the following:

- 1) providing police protection, including the additional personnel that is required for the Christmas Festival;
- 2) providing fire protection and safety, including the additional personnel that is required for the Christmas Festival and specifically providing inspections of vendor's booths for compliance with Fire Prevention and Life Safety Code, providing fire protection during fireworks displays, inspecting fireworks displays and insuring compliance with Fire Code during fireworks displays.
- 3) providing electrical service for all light displays, music equipment and other electronic devices that are utilized in the Festival of Lights;
- 4) erecting, installing stringing light displays in the downtown area, as well as the storage of all light displays;
- 5) providing sanitation services, including garbage pickup, debris pickup and providing port-o-potties on the riverbank for the duration of the Festival of Lights; and
- 6) setting up barricades, and providing and placing ticket booths as needed.

WHEREAS FURTHER, under the CEA, the HDBA will be responsible for the following:

- 1) arranging and paying for fireworks displays during the Festival of Lights;
- 2) providing music and/ or light shows associated with fireworks displays;
- 3) arranging and compensating musical performers during the Festival of Lights;
- 4) arranging and coordinating Christmas Festival parades;
- 5) providing additional port-a-potties for Christmas Festival weekend;
- 6) man admission ticket booths during the Festival of Lights;
- 7) provide additional amusements during Festival of Lights, develop an agreement with the operators of any such amusements (to be approved by the City) that requires said operators to provide proof of insurance with limits of at least \$1,000,000.00 per incident and naming the City as additional insured;
- 8) take out an Event Insurance policy for the Festival of Lights which policy shall cover that time period beginning with the opening ceremony and ending on the last day that the Christmas lights are on, which policy shall provide coverage for the "gated area", being that area that has controlled access and requires payment of an entry fee, and coverage for any incident loss or claim related to the parade(s), including coverage for parade participants, or the fireworks displays;
- 9) provide an Event Insurance policy for any other time period where an admission fee is charged for access to the riverbank area by the HDBA, said policy to provide coverage for the "gated area", being that area that has controlled access and requires payment of an entry fee;
- 10) arrange for food vendors, craft vendor, and other vendors and develop an agreement with any such vendors (to be approved by the City) that requires said vendors to provide proof of insurance and naming the City as additional insured; and

11) HDBA shall be responsible for insuring that all food vendors, craft vendors and operators of amusements adhere to the agreements referenced in paragraphs 7 and 10 and insuring that proof of insurance is provided, and the HDBA shall have the authority to remove any non-compliant vendors.

WHEREAS FURTHER, the City and the HDBA agree and acknowledge that the HDBA will charge an admission to certain events and activities during the Festival of Lights and may collect fees for vendor booth rentals, and that the funds collected will be used to defray the expenses incurred by the HDBA in meeting its obligations under this CEA; and

WHEREAS FURTHER, the HDBA agrees to provide the City with an annual budget reflecting the receipts and expenditures associated with the Festival of Lights, which said budget shall have reserve account in the amount of \$160,000.00, to allow the HDBA to plan for the following year; and

WHEREAS FURTHER, the HDBA shall require any and all vendors or any entity that provides entertainment, including but not limited to food vendors, craft vendors, any company offer firework displays, owner of equipment of "Snow Hill" or any other company offering entertainment to provide proof of insurance naming the City as an additional insured; and

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the CEA with the HDBA will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

WHEREAS FURTHER, the HDBA is authorized to enter into this agreement as evidenced by the attached corporate resolution; and

WHEREAS FURTHER, the HDBA is of the opinion that its assistance with the planning, promotion and organization of the Festival of Lights will benefit the businesses located in the Historic District and will further benefit the business community of the City of Natchitoches, in general; and

WHEREAS FURTHER, the City and the HDBA desire to include an automatic annual extension provided that neither party notifies the other, in writing, of its intention to terminate the agreement within thirty days of the date that the Christmas lights display is turned off; and

WHEREAS FURTHER, the City and the Authority desire to enter into a Cooperative Agreement under which the entities will divide responsibilities and for a successful Festival of Lights; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the attached Cooperative Endeavor Agreement with the Historic District Business Association, Inc.

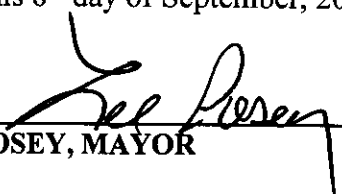
BE IT FURTHER ORDAINED that the terms of the Cooperative Endeavor Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

THIS ORDINANCE was introduced on August 25, 2014 and published in the *Natchitoches Times* on August 30, 2014.

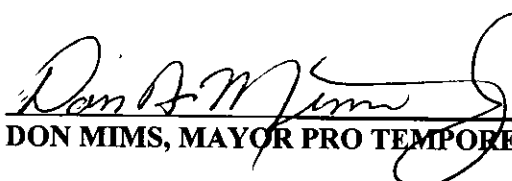
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: **Payne, Nielsen, Mims, Stamey, Morrow**
NAYS: **None**
ABSENT: **None**
ABSTAIN: **None**

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 8th day of September, 2014.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 9th day of September, 2014 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

COOPERATIVE ENDEAVOR AGREEMENT

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS FURTHER, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

WHEREAS FURTHER, the Historic District Business Association, Inc. (sometimes hereinafter referred to as "HDBA") is a Louisiana not for profit corporation and has been designated as a 501C-6 entity by the IRS; and

WHEREAS FURTHER, the HDBA has an interest in promoting tourism in the Historic District and to that end the HDBA has entered into Cooperative Endeavor Agreements with the City of Natchitoches to coordinate and present the 2012 and 2013 Festival of Lights celebration in Natchitoches, Louisiana, assuming the role that the Natchitoches Chamber of Commerce has played in the past; and

WHEREAS FURTHER, both the City and the HDBA were pleased with the arrangement for the 2012 and 2013 Festival and desire to extend the relationship for additional years; and

WHEREAS FURTHER, the Festival of Lights has grown to include events and presentations that occur over a 50 day period, beginning in November and continuing through early January; and

WHEREAS FURTHER, the City Council of the City of Natchitoches acknowledges that the Festival of Lights, which includes the Christmas Festival, is the single best known event that occurs in the City on an annual basis and is very important to the City of Natchitoches and its citizens due to its economic impact; and

WHEREAS FURTHER, the HDBA has agreed to and will assume the role of planning, organizing and putting on the 2014 Festival of Lights, but is unable to assume this role without assistance of the City; and

WHEREAS FURTHER, the HDBA and the City have divided the duties and responsibilities that are required to organize and put on the 2014 Festival of Lights, and desire to memorialize, in writing, the duties and responsibilities between the City and the HDBA; and

WHEREAS FURTHER, the City Council of the City of Natchitoches recognizes that neither the City nor the HDBA could undertake the Festival of Lights individually and that cooperation and division of labor is necessary to continue to offer a quality festival; and

WHEREAS FURTHER, the City and the HDBA have agreed to enter into a Cooperative Endeavor Agreement (sometimes hereinafter "CEA") under which the City and HDBA will each assume certain duties and responsibilities; and

WHEREAS FURTHER, under the CEA, the City will be responsible for the following:

- 1) providing police protection, including the additional personnel that is required for the Christmas Festival;
- 2) providing fire protection and safety, including the additional personnel that is required for the Christmas Festival and specifically providing inspections of vendor's booths for compliance with Fire Prevention and Life Safety Code, providing fire protection during fireworks displays, inspecting fireworks displays and insuring compliance with Fire Code during fireworks displays.
- 3) providing electrical service for all light displays, music equipment and other electronic devices that are utilized in the Festival of Lights;
- 4) erecting, installing stringing light displays in the downtown area, as well as the storage of all light displays;
- 5) providing sanitation services, including garbage pickup, debris pickup and providing port-o-potties on the riverbank for the duration of the Festival of Lights; and
- 6) setting up barricades, and providing and placing ticket booths as needed.

WHEREAS FURTHER, under the CEA, the HDBA will be responsible for the following:

- 1) arranging and paying for fireworks displays during the Festival of Lights;
- 2) providing music and/ or light shows associated with fireworks displays;
- 3) arranging and compensating musical performers during the Festival of Lights;
- 4) arranging and coordinating Christmas Festival parades;
- 5) providing additional port-a-potties for Christmas Festival weekend;
- 6) man admission ticket booths during the Festival of Lights;
- 7) provide additional amusements during Festival of Lights, develop an agreement with the operators of any such amusements (to be approved by the City) that requires said operators to provide proof of insurance with limits of at least \$1,000,000.00 per incident and naming the City as additional insured;
- 8) take out an Event Insurance policy for the Festival of Lights which policy shall cover that time period beginning with the opening ceremony and ending on the last day that the Christmas lights are on, which policy shall provide coverage for the "gated area", being that area that has controlled access and requires payment of an entry fee, and coverage for any incident loss or claim related to the parade(s), including coverage for parade participants, or the fireworks displays;
- 9) provide an Event Insurance policy for any other time period where an admission fee is charged for access to the riverbank area by the HDBA, said policy to provide coverage for the "gated area", being that area that has controlled access and requires payment of an entry fee;
- 10) arrange for food vendors, craft vendor, and other vendors and develop an agreement with any such vendors (to be approved by the City) that requires said vendors to provide proof of insurance and naming the City as additional insured; and

11) HDBA shall be responsible for insuring that all food vendors, craft vendors and operators of amusements adhere to the agreements referenced in paragraphs 7 and 10 and insuring that proof of insurance is provided, and the HDBA shall have the authority to remove any non-compliant vendors.

WHEREAS FURTHER, the City and the HDBA agree and acknowledge that the HDBA will charge an admission to certain events and activities during the Festival of Lights and may collect fees for vendor booth rentals, and that the funds collected will be used to defray the expenses incurred by the HDBA in meeting its obligations under this CEA; and

WHEREAS FURTHER, the HDBA agrees to provide the City with an annual budget reflecting the receipts and expenditures associated with the Festival of Lights, which said budget shall have reserve account in the amount of \$160,000.00, to allow the HDBA to plan for the following year; and

WHEREAS FURTHER, the HDBA shall require any and all vendors or any entity that provides entertainment, including but not limited to food vendors, craft vendors, any company offer firework displays, owner of equipment of "Snow Hill" or any other company offering entertainment to provide proof of insurance naming the City as an additional insured; and

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the CEA with the HDBA will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

WHEREAS FURTHER, the HDBA is authorized to enter into this agreement as evidenced by the attached corporate resolution; and

WHEREAS FURTHER, the HDBA is of the opinion that its assistance with the planning, promotion and organization of the Festival of Lights will benefit the businesses located in the Historic District and will further benefit the business community of the City of Natchitoches, in general; and

WHEREAS FURTHER, the City and the HDBA desire to include an automatic annual extension provided that neither party notifies the other, in writing, of its intention to terminate the agreement within thirty days of the date that the Christmas lights display is turned off; and

WHEREAS FURTHER, the City and the Authority desire to enter into a Cooperative Agreement under which the entities will divide responsibilities and for a successful Festival of Lights; and

NOW THEREFORE, the City of Natchitoches, Louisiana, a municipal corporation, represented herein by Honorable Lee Posey, Mayor, duly authorized to act herein pursuant to Ordinance Number 035 of 2014, and the Historic District Business Association, Inc., represented herein by **Sandra Dickens**, duly authorized to act herein pursuant to the attached resolution, do hereby enter into the following agreement:

(1) City and HDBA agree to cooperate and divide duties and responsibilities for the 2014 Festival of Lights.

(2) The City will be responsible for the following:

a) providing police protection, including the additional personnel that is required for the Christmas Festival;

- b) providing fire protection and safety, including the additional personnel that is required for the Christmas Festival and specifically providing inspections of vendor's booths for compliance with Fire Prevention and Life Safety Code, providing fire protection during fireworks displays, inspecting fireworks displays and insuring compliance with Fire Code during fireworks displays.
- c) providing electrical service for all light displays, music equipment and other electronic devices that are utilized in the Festival of Lights;
- d) erecting, installing stringing light displays in the downtown area, as well as the storage of all light displays;
- e) providing sanitation services, including garbage pickup, debris pickup and providing port-o-potties on the riverbank for the duration of the Festival of Lights; and
- f) setting up barricades, and providing and placing ticket booths as needed.

(3) The HDBA will be responsible for the following:

- a) arranging and paying for fireworks displays during the Festival of Lights;
- b) providing music and/ or light shows associated with fireworks displays;
- c) arranging and compensating musical performers during the Festival of Lights;
- d) arranging and coordinating Christmas Festival parades;
- e) providing additional port-a-potties for Christmas Festival weekend;
- f) man admission ticket booths during the Festival of Lights;
- g) provide additional amusements during Festival of Lights, develop an agreement with the operators of any such amusements (to be approved by the City) that requires said operators to provide proof of insurance with limits of at least \$1,000,000.00 per incident and naming the City as additional insured;
- h) take out an Event Insurance policy for the Festival of Lights which policy shall cover that time period beginning with the opening ceremony and ending on the last day that the Christmas lights are on, which policy shall provide coverage for the "gated area", being that area that has controlled access and requires payment of an entry fee, and coverage for any incident loss or claim related to the parade(s), including coverage for parade participants, or the fireworks displays;
- i) provide an Event Insurance policy for any other time period where an admission fee is charged for access to the riverbank area by the HDBA, said policy to provide coverage for the "gated area", being that area that has controlled access and requires payment of an entry fee;
- j) arrange for food vendors, craft vendor, and other vendors and develop an agreement with any such vendors (to be approved by the City) that requires said vendors to provide proof of insurance and naming the City as additional insured; and
- k) HDBA shall be responsible for insuring that all food vendors, craft vendors and operators of amusements adhere to the agreements referenced in paragraphs 7 and 10 and insuring that proof of insurance is provided, and the HDBA shall have the authority to remove any non-compliant vendors.

(4) The City and the HDBA agree and acknowledge that the HDBA will charge an admission to certain events and activities during the Festival of Lights and may collect fees for vendor booth rentals, percentage of food ticket sales, and that the funds collected will be used to

defray the expenses incurred by the HDBA in meeting its obligations under this CEA.

(5) The HDBA agrees to provide the City with an annual budget reflecting the receipts and expenditures associated with the Festival of Lights, which said budget shall have reserve account to allow the HDBA to plan for the following year; and

(6) The City and the HDBA agree that any net profits (for the purposes of this CEA, net profit shall mean the total of all receipts, including, but not limited to admission fees, booth rentals to vendors, and other ticket sales collected by the HDBA, less all expenses of the HDBA related to the Festival of Lights) from the Festival will be used first to rebuild the reserve account to maintain the amount of \$160,000.00, it being understood that the reserve account balance following the 2013 Festival was \$52,602.04.

(7) After the reserve account is funded to the amount of \$160,000.00, the parties further agree that any additional net profit shall be divided among the HDBA and the City, one-half each (for the purposes of this CEA, net profit shall mean the total of all receipts, including, but not limited to admission fees, booth rentals to vendors, and other ticket sales collected by the HDBA, less all expenses of the HDBA related to the Festival of Lights).

(8) The City will be responsible for carrying general liability insurance. Specifically, the City will maintain and agrees to carry a general liability insurance policy, including, but not limited to, coverage for injuries, death or loss of property, with minimum coverage of \$1,000,000.00, and the City will cause the NHF to be named as an additional insured on that policy of insurance

(9) This Agreement will be automatically extended on an annual basis provided that neither party notifies the other, in writing, of its intention to terminate the agreement within thirty days of the date that the Christmas lights display is turned off.

(10) It is understood and agreed that this is a contract, for services, and the employees, agents, representatives, and all other persons connected with the HDBA shall not be considered to be employees of the City of Natchitoches, in any respect.

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the 12th day of September 2014.

ATTEST:

Hannah Weening

CITY OF NATCHITOCHES, LOUISIANA

Lee Posey
by: Mayor Lee Posey

HISTORIC DISTRICT BUSINESS
ASSOCIATION, INC.

Stacy M. McIlwain

Sandra B. Dickens
by: Sandra Dickens, President

Gm R Lee
NOTARY PUBLIC

Print Name: Edd R. Lee

Notary # 15749

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to –wit:

RESOLUTION NO. 091 OF 2014

A RESOLUTION APPROVING THE 2014 EXHIBIT TO THE COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF NATCHITOCHES AND THE NATCHITOCHES HISTORIC DISTRICT DEVELOPMENT COMMISSION, WHICH EXHIBIT REFLECTS ADDITIONAL AND EXPANDED PROJECTS AND PROGRAMS THAT THE PARTIES ARE PARTICIPATING IN AND AUTHORIZING THE MAYOR TO EXECUTE THE 2014 EXHIBIT ON BEHALF OF THE CITY OF NATCHITOCHES.

WHEREAS, the City of Natchitoches (sometimes hereinafter "CITY") and the Natchitoches Historic District Development Commission (sometimes hereinafter "NHDDC") entered into a Cooperative Endeavor Agreement (sometimes hereinafter "CEA") in 2010; and

WHEREAS FURTHER, under the CEA the parties agreed to cooperate and participate in programs that are of mutual benefit to the NHDDC and the CITY and that promote the stated goals and purposes of the NHDDC and CITY; and

WHEREAS FURTHER, the CEA provided for a term of one year, to be extended on a year to year basis; and

WHEREAS FURTHER, the CEA further provided that the NHDDC and the CITY would continue to cooperate in other projects that may come forward and that benefits the goals and purposes of both the NHDDC and the CITY; and

WHEREAS FURTHER, the CEA further provided that it could be amended from time to time to add additional joint projects or programs by mutual consent of the parties, to be evidenced by a written description of the new joint project, a statement of the contribution to be made by each party, which instrument shall be marked as an exhibit to the CEA and executed by both parties; and

WHEREAS FURTHER, the parties desire to update the list of projects and programs to include the following:

Placement of new lamp posts in the Natchitoches Historic District;

Sharing the maintenance costs for the Roque House Gardens;

Sharing the cost for a city horticulturist and assistant;

Sharing the cost of fertilizing, pruning and mulching of live oaks;

Sharing the cost of landscaping and placement of potted plants and baskets, and associated fertilizing and pruning, in the District;

Sharing the cost for the marketing of Beau Jardin Wedding Park;

Sharing the costs associated with the development of pocket parks on city property within the National Historic Landmark District;

Share the cost of various capital outlay projects within the historic district, which the city proposes during the budget year, after such projects have been approved at a full NHDDC commission meeting.

Assisting with the payment of Riverbank Christmas set pieces.

WHEREAS FURTHER, attached hereto is the proposed 2014 Exhibit to Cooperative Endeavor Agreement, which the City Council has reviewed and approved; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to approve the proposed 2014 Exhibit to Cooperative Endeavor Agreement, and further desires to authorize the Mayor, Lee Posey, to execute same on behalf of the City of Natchitoches, Louisiana; and

NOW THEREFORE BE IT RESOLVED by the City Council in legal session convened that it does hereby approve the 2014 Exhibit to Cooperative Endeavor Agreement between the City of Natchitoches and the Natchitoches Historic District Development Commission.

BE IT FURTHER RESOLVED that the Mayor, Lee Posey, is hereby authorized to execute the 2014 Exhibit to Cooperative Endeavor Agreement between the City of Natchitoches and the Natchitoches Historic District Development Commission.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 8th day of September, 2014.



LEE POSEY, MAYOR

**2014 EXHIBIT TO COOPERATIVE ENDEAVOR
BETWEEN CITY OF NATCHITOCHES AND
NATCHITOCHES HISTORIC DISTRICT DEVELOPMENT COMMISSION**

WHEREAS, the City of Natchitoches (hereinafter "City") and the Natchitoches Historic District Development Commission (hereinafter "NHDDC") entered into a Cooperative Endeavor Agreement (hereinafter "Agreement") wherein the parties agreed to cooperate and participate in programs that are of mutual benefit to the NHDDC and the CITY and that promote the stated goals and purposes of the NHDDC and CITY; and

WHEREAS FURTHER, the Agreement provided for a term of one year, to be extended on a year to year basis; and

WHEREAS FURTHER, the Agreement has been extended for 2014; and

WHEREAS FURTHER, the Agreement further provided that the NHDDC and the CITY would continue to cooperate in other projects that may come forward and that benefits the goals and purposes of both the NHDDC and the CITY; and

WHEREAS FURTHER, the Agreement further provided that it could be amended from time to time to add additional joint projects or programs by mutual consent of the parties, to be evidenced by a written description of the new joint project, a statement of the contribution to be made by each party, which instrument shall be marked as an exhibit to this Cooperative Endeavor Agreement and executed by both parties to this Agreement; and

WHEREAS FURTHER, a list of current projects and programs has been developed which includes the following:

Placement of new lamp posts in the Natchitoches Historic District;

Sharing the maintenance costs for the Roque House Gardens;

Sharing the cost for a city horticulturist and assistant;

Sharing the cost of fertilizing, pruning and mulching of live oaks;

Sharing the cost of landscaping and placement of potted plants and baskets, and associated fertilizing and pruning, in the District;

Sharing the cost for the marketing of Beau Jardin Wedding Park;

Sharing the costs associated with the development of pocket parks on city property within the National Historic Landmark District;

Share the cost of various capital outlay projects within the historic district, which the city proposes during the budget year, after such projects have been approved at a full NHDDC commission meeting.

Assisting with the payment of Riverbank Christmas set pieces.

NOW THEREFORE, considering the foregoing and the terms of the Agreement entered into by and between the City and the NHDDC as well as the mutual consent of the parties hereto, the original Cooperative Endeavor Agreement entered into by and between the City and the NHDDC is amended to add this exhibit as an attachment thereto, and to specifically mention and reference the following projects in the Agreement:

Placement of new lamp posts in the Natchitoches Historic District;

Sharing the maintenance costs for the Roque House Gardens;

Sharing the cost for a city horticulturist and assistant;

Sharing the cost of fertilizing, pruning and mulching of live oaks;

Sharing the cost of landscaping and placement of potted plants and baskets, and associated fertilizing and pruning, in the District;

Sharing the cost for the marketing of Beau Jardin Wedding Park;

Sharing the costs associated with the development of pocket parks on city property within the National Historic Landmark District;

Share the cost of various capital outlay projects within the historic district, which the city proposes during the budget year, after such projects have been approved at a full NHDDC commission meeting.

Assisting with the payment of Riverbank Christmas set pieces.

THUS DONE AND PASSED before me the undersigned Notary Public and subscribing witnesses on this the 11th day of September, 2014, at Natchitoches, Louisiana.

WITNESSES:

Stacy McCreary

CITY OF NATCHITOCHES

By: Lee Posey

Lee Posey, Mayor

Lisa L. Brown

NATCHITOCHES HISTORIC DISTRICT
DEVELOPMENT COMMISSION

By: Payne Williams

Payne Williams, President

Edd R. Lee

NOTARY PUBLIC

No. 15749

Edd R. Lee

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to –wit:

RESOLUTION NUMBER 092 OF 2014

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT AND ACCEPT A GRANT FROM THE FEDERAL AVIATION ADMINISTRATION FOR A PROJECT AT THE NATCHITOCHES REGIONAL AIRPORT, PROVIDING FOR ADVERTISING AND AN EFFECTIVE DATE

WHEREAS, the City of Natchitoches, Louisiana (sometimes hereinafter “City”), submitted a project application dated July 7, 2014, for a grant of Federal funds for a project at the Natchitoches Regional Airport, which said Project Application has been approved by the Federal Aviation Administration (sometimes hereinafter “FAA”); and

WHEREAS FURTHER, the FAA has approved a project for the Natchitoches Regional Airport for the Rehabilitate Runway 17/35 Threshold (Design) and Drainage Study; and

WHEREAS FURTHER, attached hereto is the Grant Agreement, bearing Grant Number 03-22-0034-019-2014, DUNS Number 020610366, and dated August 19, 2014; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the Grant Agreement attached hereto, and has approved its form and does desire to enter into and accept the Grant from the FAA; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is in the best interest of the City to accept the Grant from the FAA and enter into the Grant Agreement; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, authorizes the Mayor of the City of Natchitoches, Lee Posey, to accept the Grant from the FAA and to execute the attached Grant Application on behalf of the City of Natchitoches; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches, in legal session convened, that Mayor Lee Posey, be and is hereby authorized, directed and empowered to accept the Grant from the FAA and to enter into and execute the attached Grant Application on behalf of the City of Natchitoches, Louisiana.

BE IT FURTHER RESOLVED that the Mayor, or his assignee, be and he is hereby authorized to do all things necessary and proper in connection herewith.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 8th day of September, 2014.


LEE POSEY, MAYOR



U.S. Department
of Transportation
**Federal Aviation
Administration**

Southwest Region
Airports Division
Louisiana/New Mexico Airports
Development Office

2601 Meacham Blvd
Fort Worth, Texas 76137

August 19, 2014

Mr. Edd Lee,
Director of Purchasing, City of Natchitoches
1400 Sabine Street
Natchitoches, LA 71457

Dear Mr. Lee:

We are enclosing the original and two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. **03-22-0034-019-2014** at **Natchitoches Regional Airport**. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- The governing body must pass a resolution and execute the grant, along with your attorney's certification, by **September 15, 2014**, in order for the grant to be valid.
- No change may be made by you or your representative to the Grant Offer.
- We ask that you return the Grant Offer marked "Original" to us by overnight mail or regular mail with an advanced E-Mail (PDF) copy, the hard copy marked "State" to your associated State Aviation Officials (if applicable), and maintain the copy marked "Sponsor" for your records.

Subject to the requirements in 49 CFR § 18.21, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

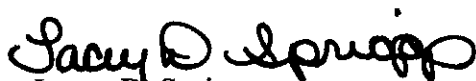
- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Quarterly Performance Reports due every quarter.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit, as a minimum, the following:

- Sponsor Certification for Project Final Acceptance;
- Summary of all change orders and summary of all testing; and
- Final SF-270 or SF-271 (or equivalent) and SF-425.

Mr. John V. Dawson, Civil Engineer, LA/NM Airports District Office (ADO) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. His contact telephone number is 817.222.5645. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Lacey D. Spriggs
Manager, Louisiana/New Mexico
Airport District Office



U.S. Department
of Transportation
Federal Aviation
Administration



GRANT AGREEMENT

PART I -- OFFER

Date of Offer August 19, 2014

Airport/Planning Area Natchitoches Regional Airport

AIP Grant Number 03-22-0034-019-2014

DUNS Number 020610366

TO: City of Natchitoches, Louisiana
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)
None

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **July 7, 2014**, for a grant of Federal funds for a project at or associated with the **Natchitoches Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Natchitoches Regional Airport** (herein called the "Project") consisting of the following:

Rehabilitate Runway 17/35 Threshold (Design) and Drainage Study

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated **April 3, 2014**, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay **90 percent** of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$121,500.00**.
For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
\$121,500.00 for Airport Development
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 15, 2014**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information

in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.
By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;

- B. may be increased by not more than 15 percent for development projects;
- C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

16. Audits for Public Sponsors. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. Suspension or Debarment. The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. Ban on Texting When Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts

19. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 - 1. Is determined to have violated the Prohibitions; or
 - 2. Has an employee who the FAA determines has violated the Prohibitions through

conduct that is either—

- a. Associated with performance under this agreement; or
- b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. Exhibit A Included with Grant Application. The Exhibit "A" updated June 2014, submitted with the project application is made a part of this grant agreement.

SPECIAL CONDITIONS

- 21. AIRPORT LAYOUT PLAN:** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.
- 22. ENVIRONMENTAL:** The environmental approval for this project was issued on March 31, 2014. This project includes the following mitigation measures:

None required at this time. This design effort is considered a Categorical Exclusion

The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

- 23. COORDINATION:** The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed airport layout plan or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.
- 24. PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
 - A. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. location of all runways, taxiways, and aprons;
 - b. dimensions;
 - c. type of pavement, and;
 - d. year of construction or most recent major rehabilitation.
 2. Inspection Schedule.

- a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
- b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- D. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - 1. inspection date;
 - 2. location;
 - 3. distress types; and
 - 4. maintenance scheduled or performed.
- E. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

25. PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000: The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
 - 4. Qualifications of engineering supervision and construction inspection personnel.
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in

connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
26. **STATE HIGHWAY SPECIFICATIONS:** The Sponsor agrees that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds for the rehabilitation or reconstruction of airfield pavement included in this grant agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 USC § 47114(d)(5)(A).
27. **MAINTENANCE PROJECT LIFE:** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
28. **PLANS AND SPECIFICATIONS PRIOR TO BIDDING:** The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
29. **PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION:** The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
 - C. if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
30. **CONSULTANT CONTRACT AND COST ANALYSIS:** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
31. **DESIGN GRANT:** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within **two (2) years** after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within **four (4) years** from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.
32. **FORCE ACCOUNT:** The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this grant until the Sponsor has received FAA approval for the force account information.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

Lacey D. Spriggs

(Typed Name)

Louisiana/New Mexico Airports District Office

(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 9th day of September, 2014.

City of Natchitoches

(Name of Sponsor)

Lee Posey
(Signature of Sponsor's Designated Official Representative)

By:

Lee Posey
(Typed Name of Sponsor's Designated Official Representative)

Title:

Mayor

(Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, David T. Muechison, Jr., acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Louisiana. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Natchitoches this 9th day of September, 2014.

By

[Signature]
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

Application for Federal Assistance SF-424

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): * Other (Specify)	
* 3. Date Received:		4. Application Identifier:			
5a. Federal Entity Identifier:			* 5b. Federal Award Identifier: 03-22-0034-019-2014		
State Use Only:					
6. Date Received by State:			7. State Application Identifier:		
8. APPLICANT INFORMATION:					
* a. Legal Name: City of Natchitoches, Louisiana					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 726000931			*c. Organizational DUNS: 020610366		
d. Address:					
* Street1: P.O. Box 37 Street 2: * City: Natchitoches County: Natchitoches * State: Louisiana Province: Country: USA					
*Zip/ Postal Code: 71458					
e. Organizational Unit:					
Department Name: Natchitoches Regional Airport			Division Name: Purchasing		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: Mr. Middle Name: * Last Name: Lee Suffix: First Name: Edd					
Title: Director of Purchasing					
Organizational Affiliation:					
* Telephone Number: 318-357-3824			Fax Number: 318-357-3869		
* Email: elee@natchitochesla.gov					

Application for Federal Assistance SF-424

16. Congressional Districts Of: **Natchitoches Parish**

* a. Applicant **4th**

* b. Program/Project: **4th**

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project: **Design Only for Runway Rehabilitation and Drainage Study**

* a. Start Date: **June 2014**

* b. End Date: **April 2015**

18. Estimated Funding (\$):

*a. Federal **\$121,500.00**

*b. Applicant

*c. State

*d. Local **\$13,500.00**

*e. Other

*f. Program Income

*g. TOTAL **\$135,000.00**

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes

☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001).

☒ **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: **Mr.**

*First Name: **Lee**

Middle Name:

*Last Name: **Posey**

Suffix:

*Title: **Mayor**

*Telephone Number: **318-352-2772**

Fax Number:

*Email: **lposey@natchitochesla.gov**

*Signature of Authorized Representative: 

Date Signed: **June . 2014**

**PART II
PROJECT APPROVAL INFORMATION**

Item 1. Does this assistance request require State, local, regional, or other priority rating?	Name of Governing Body Priority
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 2. Does this assistance request require State, local advisory, educational or health clearances?	Name of Agency or Board (Attach Documentation)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?	(Attach Comments)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 4. Does this assistance request require State, local, regional, or other planning approval?	Name of Approving Agency City of Natchitoches Date / /
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Item 5. Is the proposed project covered by an approved comprehensive plan?	Check One: State <input checked="" type="checkbox"/> Local <input type="checkbox"/> Regional <input type="checkbox"/> Location of plan
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Item 6. Will the assistance requested serve a Federal installation?	Name of Federal Installation Federal Population benefiting from Project
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 7. Will the assistance requested be on Federal land or installation?	Name of Federal Installation Location of Federal Land Percent of Project
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 8. Will the assistance requested have an impact or effect on the environment?	See instructions for additional information to be provided.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?	Number of: Individuals Families Businesses Farms
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?	See instructions for additional information to be provided.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

PART III - BUDGET INFORMATION**SECTION A - BUDGET SUMMARY**

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. AIP-007	20-106	\$	\$	\$121,500.00	\$13,500.00	\$135,000.00
2.						
3.						
4.						
5. TOTALS		\$	\$	\$121,500.00	\$13,500.00	\$135,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	130,000.00				130,000.00
g. Construction					
h. Other					
i. Total Direct Charges	3,000.00				3,000.00
j. Indirect Charges	2,000.00				2,000.00
k. TOTALS	\$135,000.00	\$	\$	\$	\$135,000.00
7. Program Income	\$	\$	\$	\$	\$

SECTION C - NON-FEDERAL RESOURCES

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8.	\$	\$13,500.00	\$	\$ 13,500.00
9.				
10.				
11.				
12. TOTALS		13,500.00		13,500.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1 st Year	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
13. Federal	\$121,500.00	\$54,000.00	\$36,000.00	\$18,000.00	\$13,500.00
14. Non-Federal	13,500.00	6,000.00	4,000.00	2,000.00	1,500.00
15. TOTAL	\$135,000.00	\$60,000.00	\$40,000.00	\$20,000.00	\$15,000.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) GRANT PROGRAM	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTALS	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION
(ATTACH ADDITIONAL SHEETS IF NECESSARY)

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

PART IV - PROGRAM NARRATIVE (ATTACH PER INSTRUCTION)

PART IV
PROGRAM NARRATIVE

(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT: Design Only for Runway Rehabilitation and Drainage Study

AIRPORT: Natchitoches Regional Airport

1. Objective:

Design runway rehabilitation to address alligator cracking of runway pavement in the area of the threshold and touchdown zone of runway 17/35. Additional areas identified by the State Aviation Inspector will also be addressed.

Develop overall drainage plan for Airport and investigate the cause of sink holes along the edge of the runway.

2. Benefits Anticipated:

Provide suitable pavement for takeoff and landings that will limit the presence of FOD on the runway. This will ultimately extend the life of the pavement structure.

The drainage study will determine any future improvements needed to the airport's overall drainage system. We will also investigate the cause of sinkholes that have formed along the edge of the runway pavement and determine if this is being caused by underground structures.

3. Approach: (See approved Scope of Work in final Application)

We will identify the areas of alligator cracking and have borings made of the pavement structure. With this information we will design the appropriate rehabilitation method for the pavement.

The drainage study will investigate the overall drainage of the airport and look into the possible causes of sink holes along the edge of runway 17/35.

4. Geographic Location:

Runway 17-35 at IER for the runway rehabilitation and the entire airport for the drainage study.

5. If Applicable, Provide Additional Information:

The State Aviation Inspector has identified this pavement area as needing to be evaluated and repaired.

6: Sponsor's Representative: (Incl. address & tel. no.)

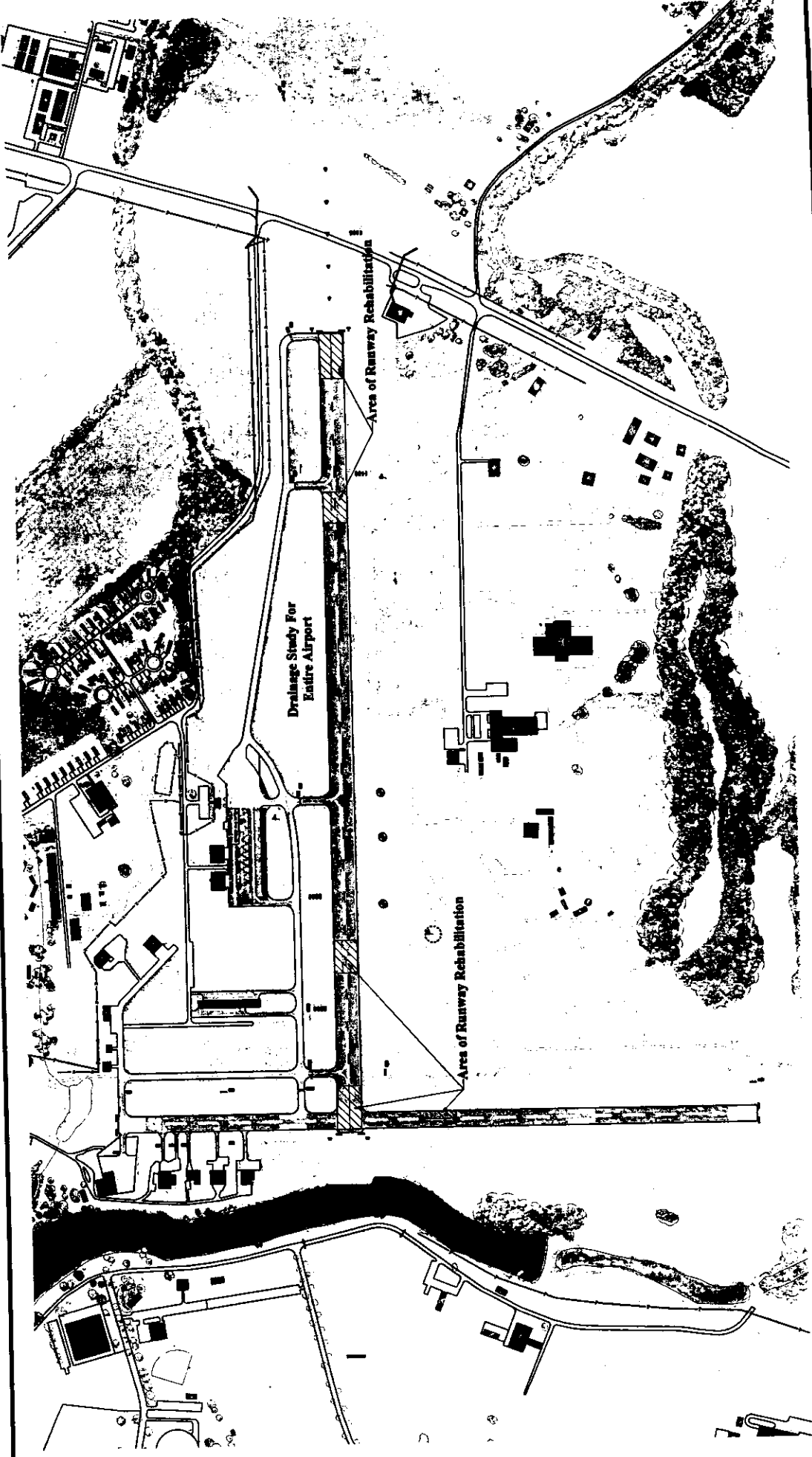
Larry Cooper, Airport Manager

Natchitoches Regional Airport


450 Wallenberg Drive

Natchitoches, LA 71457

318-471-2106



AIP Project No. 03-22-0034-019-2014
Sketch For Grant Application
Natchitoches Regional Airport
Runway Rehabilitation & Drainage Study



ADG
AIRPORT DEVELOPMENT GROUP
2000 Levee Road, Suite 201
Natchitoches, LA 71271
504.333.2010
www.adgroup.com

Project No. 03-22-0034-019-2014
Title: Sketch For Grant Application
Sheet: 1
of 1 Sheets

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO. 093 OF 2014

A RESOLUTION BY THE CITY OF NATCHITOCHES EXPRESSING THE SUPPORT OF CONSTITUTIONAL AMENDMENT 3 (ACT 871 OF THE 2014 REGULAR SESSION OF THE LOUISIANA LEGISLATURE) AND CONSTITUTIONAL AMENDMENT 10 (ACT 436 OF THE REGULAR SESSION OF THE LOUISIANA LEGISLATURE), CONSTITUTIONAL AMENDMENTS TO ASSIST MUNICIPALITIES IN THE FIGHT AGAINST BLIGHTED PROPERTY.

WHEREAS, the City of Natchitoches relies on various sources of revenue to fund services to its citizens, including an annual property tax millage assessed to owners of real property located within the municipal limits and;

WHEREAS, the sale of adjudicated property and other aspects of a tax sale is a very complicated process in which many municipalities do not have the staff nor the necessary resources to ensure the compliance with the requirements to ensure the constitutional protections of the property owners and the public entity and;

WHEREAS, currently over 40 public bodies have opted to use cooperative endeavor agreements with private third parties to assist in the tax sale process and;

WHEREAS, on January 28, 2014, Louisiana State Supreme Court in the matter of *Jackson et al v. City of New Orleans* 2012-CA-2742, 2012-CA-2743, January 28, 2014 which in summary, stated the City of New Orleans ordinance authorizing a cooperative endeavor agreement with a third party was unconstitutional based on the provisions of Article 7 Section 25 of the Louisiana Constitution to provide that only the tax collector or their employees may perform the functions of a tax sale and;

WHEREAS, the decision in *Jackson et al v. City of New Orleans* could jeopardize existing cooperative endeavor agreements and in response to the decision, the Louisiana Municipal Association supported HB 488 by Representative Johnny Berthelot which seeks to clarify that public bodies have the authority under the Louisiana State Constitution should the body opt to enter into such a contract and;

WHEREAS, the ability to enter into a cooperative endeavor agreement with a third party for the purposes of assisting municipalities with the tax sale process has many positive aspects including the ability to protect the constitutional rights of property owners, create a more efficient and less costly process for local governments, and also to ensure that property owners fulfill their obligations as taxpayers; and;

WHEREAS, on June 23, 2014, HB 488 became Act 871 and will be placed on the November 4, 2014 election ballot as **Constitutional Amendment 3** for the voters of the State of Louisiana to consider whether an authorized agent of a tax collector can assist in the sales tax process and any fees charged may be included in the cost; and

WHEREAS, on June 26, 2013, HB 256 became Act 436 of the 2013 Regular Session of the Louisiana Legislature, a measure in which the Louisiana Municipal Association gave its full support and will appear on the November 4, 2014 election ballot as **Constitutional Amendment 10** and;

WHEREAS, Act 436 seeks to provide for an 18-month redemption period in any parish other than Orleans, for vacant property sold at a tax sale which is considered blighted or abandoned and;

LET IT HEREBY BE RESOLVED that the City of Natchitoches supports the passage of both **Constitutional Amendment 3** and **Constitutional Amendment 10** on November 4, 2014 as both constitutional amendments will provide valuable tools for municipalities and parishes to address the blighted property issues throughout the state in order to protect the health, safety and welfare of their citizens.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 8th day of September, 2014.



LEE POSEY, MAYOR

**Information Statement
on
Constitutional Amendment #3**

Sponsor: Rep Johnny Berthelot (HB 488/Act 871)
Final passage in the House 92-0, Enacted June 23, 2014

What you will see on the ballot:

"Do you support an amendment allowing an authorized agent of a tax collector to assist in the tax sale process, including the sale of property for delinquent taxes and that the fee charged by the authorized agent be included within the costs that the collector can recover in the tax sale?"

- Preserves local government's right to manage collection process.
- Protects rights of property owner by ensuring fair due process.
- Allows (not requires) local government to hire a competent private firm to serve as their authorized agent for the sole purpose of collecting delinquent property taxes by conducting annual tax sales.
- The delinquent taxpayer, not the municipality, pays the cost of collecting delinquent property taxes. Fees are limited and capped by state statute.
- Amendment does not relieve local government from any obligation or due process in dealing with property owners.

**Information Statement
on
Constitutional Amendment #10**

Sponsors: Rep Patrick Williams and Senator Ronnie Johns (HB 256/Act 437)
Final passage in the House 90-0, Enacted June 26, 2013

What you will see on the ballot:

"Do you support an amendment providing for an eighteen-month redemption period in any parish other than Orleans, for vacant property sold at tax sale which is blighted or abandoned?"

- Reduces the current redemption period from 36 to 18 months.
- Property owner/taxpayer maintains ownership throughout the 18 months and are provided proper notice, and the ability to redeem their tax bill during this period.

Election date: November 4, 2014

Constitutional Amendments 3 and 10

The actual language that will appear on the voter's ballot for **#3**

Do you support an amendment allowing an authorized agent of a tax collector to assist in the tax sale process, including the sale of property for delinquent taxes and that the fee charged by the authorized agent be included within the cost that the collector can recover in the tax sale?

The actual language that will appear on the voter's ballot for **#10**

Do you support an amendment providing for an eighteen-month redemption period in any parish other than Orleans, for vacant property sold at tax sale, which is blighted or abandoned?

Definition of "**blighted**" **property** (according to R.S. 33:1374 Sec. B.(1): Commercial or residential premises, including lots, which are vacant, uninhabitable and hazardous and because of their physical condition, are considered hazardous to persons or property, or have been declared or certified blighted, and have been declared to be a public nuisance by a court of competent jurisdiction or by an administrative hearing officer acting pursuant to competent jurisdiction or by an administrative hearing officer acting pursuant to R.S. 13:2575 et seq., or any other applicable law.

Mrs. Fowler stated we know how many properties we have acquired throughout the City based on unpaid tax sales. As long as they are on the rolls the City is responsible for maintaining those properties because the owner does not claim they are the owner for a 3 year period. This is a plus for any community dealing with blighted property. This will effectively help to have the properties go on the tax rolls sooner.

The next scheduled City Council meeting will be held on Monday, September 22, 2014. The Annual Meat Pie Festival and 15th Annual River Run Ride will be held this weekend, September 12th -13th.

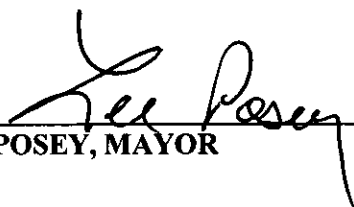
The Recreation and Parks Department will have a neighborhood block party on Saturday, September 20, 2014 in the Ben Johnson Park from 9:00 a.m. – noon.


Stop the Violence, Gain Knowledge event will be held Sunday, September 14, 2014 on the Downtown Riverbank at 6:00 p.m.

Mr. Randal Smoak stated bids will be taken for the Depot Project on Thursday, September 11, 2014. We are still looking at maybe 6 weeks before a contractor will be on site. He stated progress is being made.

With no further discussion, the Mayor made a motion for adjournment and all were in favor.

The meeting was adjourned at 6:40 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE